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Loveland Industries, Inc. d/b/a UAP West

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
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16 LOVELAND INDUSTRIES, INC. d/b/a UAP
17 WEST, a Colorado corporation,

18 Plaintiff,

19 v.

20 WILBUR-ELLIS COMPANY, a California
corporation; DOUGLAS SNYDE, an
21 individual; WILLIAM FRANCIS, an
individual; ARMON AZEVEDO, an
22 individual; and DOES 1 through 20, inclusive,

23 Defendants.
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Case No. C 05 0840 SC

**STIPULATION AND ~~(PROPOSED)~~
ORDER MODIFYING PROTECTIVE
ORDER**

1 Plaintiff Loveland Industries, Inc., d/b/a UAP West ("UAP" or "Paintiff"), by and through
2 its counsel, Stanzler Funderburk & Castellon LLP, and Defendants Wilbur-Ellis Company
3 ("Wilbur-Ellis"), Douglas Snyder ("Snyder"), William Francis ("Francis"), and Armon Azevedo
4 ("Azevedo") (collectively, "Defendants"), by and through their counsel, Orrick, Herrington &
5 Sutcliffe LLP (collectively, "the parties"), HEREBY STIPULATE and AGREE as follows:

6 The Court should delete paragraph 7.3(b) from the Protective Order submitted by Plaintiff
7 on May 9, 2005 and replace it with the following paragraph:

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Defendants' Outside Counsel of Record in this action may provide copies of Plaintiff's disclosed information designated as "HIGHLY CONFIDENTIAL" to the individually named Defendants in this action, and the in-house counsel for Defendant Wilbur-Ellis Company, who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A). Wilbur-Ellis Company will limit access to information designated "HIGHLY CONFIDENTIAL" to its In House attorney. Similarly, Plaintiff's Outside Counsel of record in this action may provide copies of Defendants' disclosed information designated "HIGHLY CONFIDENTIAL" to a short list of Plaintiff's employees (no greater than three absent further explanation and/or court approval) who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A). Plaintiff shall inform counsel for Defendants in writing within 24 hours of signature the employees who have signed the "Agreement to Be Bound by Protective Order." At all times the named Defendants and Plaintiff will be subject to contempt for any misuse or disclosure of the protected information.

IT IS SO STIPULATED

Dated: July 7, 2005

TIMOTHY J. LONG
MICHAEL D. WEIL
CHRISTIAN N. BROWN
ORRICK, HERRINGTON & SUTCLIFFE LLP

By: 

Michael D. Weil
Attorneys for Defendants
Wilbur-Ellis Company; Douglas Snyder;
William Francis; and Armon Azevedo

Dated: July 6, 2005

RUBEN A. CASTELLON
ROSS H. HIRSCH
STANZLER FUNDERBURK & CASTELLON
LLP

By: 

Ruben A. Castellon
Ross H. Hirsch
Attorneys for Plaintiff
Loveland Industries, Inc. d/b/a UAP West

ORDER

For good cause shown and pursuant to the stipulation of the parties, the protective order submitted by the plaintiff on May 9, 2005 shall be modified. Paragraph 7.3(b) shall be deleted and replaced with the following:

Defendants' Outside Counsel of Record in this action may provide copies of Plaintiff's disclosed information designated as "HIGHLY CONFIDENTIAL" to the individually named Defendants in this action, and the in-house counsel for Defendant Wilbur-Ellis Company, who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A). Wilbur-Ellis Company will limit access to information designated "HIGHLY CONFIDENTIAL" to its In House attorney. Similarly, Plaintiff's Outside Counsel of record in this action may provide copies of Defendants' disclosed information designated "HIGHLY CONFIDENTIAL" to a short list of Plaintiff's employees (no greater than three absent further explanation and/or court approval) who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A). Plaintiff shall inform counsel for Defendants in writing within 24 hours of signature the employees who have signed the "Agreement to Be Bound by Protective Order." At all times the named Defendants and Plaintiff will be subject to contempt for any misuse or disclosure of the protected information.

Dated: July 8, 2005

/s/
The Honorable Samuel Conti
United States District Judge